

# **Appelgate Goldens Puppy Sale Agreement**

This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Kaleb Appelgate, Appelgate Goldens, hereinafter collectively referred to as seller and \_\_\_\_\_, hereinafter referred to as buyer for the purposes herein set forth:

## **Section 1**

### **Health Guarantee**

We guarantee our puppies against:

1. Juvenile Cataracts diagnosed by member of American College of Veterinary Ophthalmologists no more than 12 months prior to filing complaint with Appelgate Goldens.
2. Canine Hip Dysplasia certified by the Orthopedic Foundation for Animals (OFA) as borderline, mild, moderate, severe.
3. Canine Elbow Dysplasia certified by OFA as one of the following: Grade I Elbow Dysplasia, Grade II Elbow Dysplasia, Grade III Elbow Dysplasia.
4. Genetic Cardiac Abnormality evidenced by a written statement from a veterinary cardiologist stating the condition.
5. Affected test (not carrier) for prcd-PRA verified by OptiGen Laboratories and displaying phenotypic symptoms of prcd-PRA.
6. Affected test (not carrier) for canine Ichthyosis confirmed by OptiGen Laboratories and displaying phenotypic symptoms of Ichthyosis.
7. Affected test (not carrier) for GR PRA1 or GR PRA2 confirmed by OptiGen Laboratories and displaying phenotypic symptoms of GR PRA1 or GR PRA2.
8. Affected test (not carrier) for Neuronal Ceroid Lipofuscinosis (NCL) confirmed by a test submitted to the University of Missouri and displaying phenotypic symptoms of NCL.
9. Confirmed diagnosis of pigmentary uveitis in one or both eyes confirmed in writing by a board certified canine ophthalmologist.
10. The OFA is the only registry recognized by the American Kennel Club (AKC) and is the only registry that will be used to verify hip, elbow, and heart health.

## **Section 2**

### **Terms for Replacement Puppy**

A replacement puppy will be given if the following conditions are met:

1. Notify Appelgate Goldens by telephone (641-485-3964) or email (appelategoldens@gmail.com).
2. Genetic disease/disorder described in writing as detailed in sections 1.1-1.7 by a board certified veterinarian and original test results from Optigen Labs included (if applicable). Email or certified US Mail are acceptable forms of delivery.
3. Original dog must be returned to Appelgate Goldens in good health, along with all registration papers, health guarantee, sales agreement, and original sales receipt OR the dog must be euthanized by a registered veterinarian, and a letter stating this must be sent to Appelgate Goldens with all registration papers, health guarantee, sales agreement, and original sales receipt. This guarantee, however, does not bind the buyer to return or euthanize diseased dog. An exception to this "Item" can be made if buyer wishes to keep the diseased dog provided that the diseased dog is spayed or neutered by a board certified veterinarian and proof in writing provided to seller in order to redeem replacement puppy.
4. The dog must be owned by the original buyer, and have not changed owners.
5. The dog cannot have been used for breeding.
6. The dog must have been registered with AKC within six weeks of buyer taking possession of puppy and the registration number must match the number described in section 3.1. Date of possession will be determined by date on sales receipt.
7. The dog's registered name must begin with "Appelgate's."
8. The dog's microchip must have Kaleb Appelgate listed as a secondary contact. The microchip in the diseased dog must match the online records, seller's records for the chip implanted as a puppy. Microchip number is [chip sticker here](#) If the microchip in the diseased dog does not match seller's records no replacement will be given.
9. The dog must not have been spayed or neutered prior to 16 months of age.
10. The replacement puppy will be given when available, and from a litter mutually agreed upon by both purchaser and breeder. The replacement will be the same purchase price as the original puppy or the buyer pays the difference. Any shipping costs to and from the breeder will be the responsibility of the buyer.
11. In no case will a cash refund be given. Seller does not pay any veterinary bills or other associated costs such as OFA fees, travel costs, postage, registration fees, etc.
12. Buyer must notify seller of diseased dog prior to 26 months of birth date.

13. The intent and scope of the health guarantee is to keep diseased dogs from procreating and contributing to the genetic pool thus preserving the integrity of the golden retriever breed.

### **Section 3**

#### **Identification of Puppy**

- 3.1 The AKC registration number \_\_\_\_\_.
- 3.2 The sex of the puppy is \_\_\_\_\_.
- 3.3 The puppy was whelped on \_\_\_\_\_ from the stud \_\_\_\_\_ and the bitch \_\_\_\_\_.
- 3.4 This contract only covers the above dog/puppy and is the dog/puppy referred to in this entire contract. It does not cover any other dogs nor does it cover multiple dogs if the buyer purchases more than one puppy. A separate contract is required for each purchased puppy.
- 3.5 The puppy must be registered with the AKC to verify registration number.

### **Section 4**

#### **Purchase Agreement**

- 4.1 Puppy is being sold to \_\_\_\_\_. Any owner name other than \_\_\_\_\_ on the AKC registration, all OFA certificates, CERF certificates, OptiGen certificates, or any other official documents void this contract.
- 4.2 Buyer understands that the puppy is being sold with limited registration. This can be switched to full registration only if the puppy in section 3.1-3.3 has met all of the following requirements or the dog has been spayed or neutered.
- 4.2.1 Clear of canine hip dysplasia as evidenced by the receipt of a rating either Excellent, Good or Fair from the OFA.
- 4.2.2 Free from any genetic eye defects as evidenced by the receipt of a written statement, dated no more than 12 months prior to the request for change

of registration status, from a member of the American College of Veterinary Ophthalmologists.

4.2.3 Free from any canine elbow dysplasia as evidenced by a “normal” rating from the OFA.

4.2.4 Free from any genetic cardiac abnormality as evidenced by the receipt of a written statement from a Veterinary Cardiologist stating that dog in 3.1-3.3 shows no sign of any heart abnormality and receipt of certification from the OFA.

4.2.5 Test “normal” for prcd-PRA gene mutation as evidenced by certificate from OptiGen Laboratories or proof of both stud and bitch as “normal” as evidenced by certificates from OptiGen Laboratories. Stud and bitch certificates will be produced by bitch owner upon request.

4.2.6 Test “normal” for Ichthyosis gene mutation as evidenced by certificate from OptiGen Laboratories or proof of both stud and bitch as “normal” as evidenced by certificates from OptiGen Laboratories. Stud and bitch certificates will be produced by bitch owner upon request.

4.2.7 Test “normal” for PR GRA 1 and PR GRA 2 gene mutation as evidenced by certificate from OptiGen Laboratories or proof of both stud and bitch as “normal” as evidenced by certificates from OptiGen Laboratories. Stud and bitch certificates will be produced by bitch owner upon request.

4.2.8 Test normal Neuronal Ceroid Lipofuscinosis (NCL) confirmed by a test submitted to the University of Missouri or proof of both stud and bitch as normal evidenced by certificates from the University of Missouri or North Carolina State University.

4.2.9 The dog must have received a title or honorific from the American Kennel Club or the Golden Retriever Club of America. Other titles or designations

may be considered but need to be submitted in writing to the seller and seller will send approval in writing. The scope of this requirement is to ensure the mental stability and capacity of the dog being bred. We want to improve the golden retriever breed.

- 4.3 Buyer pays all fees and costs associated with switching registration from limited to full.
- 4.4 Should the buyer be unable or unfit to care for the dog at any point the buyer agrees to notify the seller so he may aid in finding a suitable home. The seller will take the dog back at any time if the buyer becomes unable to adequately care for the dog. The buyer will pay all fees, veterinary bills, food, boarding and all costs incurred until a new home is found for the dog.
- 4.5 In no instance will a refund, replacement or any restitution be made by seller to buyer unless requirements in Section 1 and Section 2 are met.

## **Section 5**

### **Scope and Amendments**

- 5.1 This Agreement embodies the entire agreement between the parties hereto, and supersedes any and all other agreements between the parties in connection with the sale of said puppy described in section 3.1-3.3. This agreement may be amended, in whole or in part, in writing at any time by the consent and signature of all parties hereto, provided that the written document is to amend this Agreement.
- 5.2 Titles or captions of Sections contained in the Agreement are inserted only as matter of convenience and for reference and in no way define, limit, extend, or describe, the scope of this Agreement or the intent of any provisions thereof.
- 5.3 No other warranties or guarantees expressed or implied, are made under this Agreement except as stated herein. Seller shall only be financially liable to buyer to the extent stated in this Agreement and the buyer waives all right to seek further damages from seller.

- 5.4 This Agreement is hereby entered into and wholly executed in the State of Iowa, and litigation arising from any possible breach of this Agreement shall be adjudicated in the County of Marshall, in the state of Iowa under Iowa law. All parties hereby submit themselves to the jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected.

## **Section 6**

### **Acceptance**

- 7.1 By signature below, the buyer and seller affirm that they have read and understand the terms and conditions herein set forth and find them mutually agreeable and acceptable.